

SETTLEMENT AGREEMENT AND GENERAL RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, as set forth below, in order to resolve and settle finally, fully, and completely all matters or disputes that now exist or may exist by reason of or arising out of, any of the matters, acts or omissions described or referred to in the cases entitled *Tracy Carter, et al. v. County of Los Angeles*, Case No. CV 09-7656 and *Amber Richards v. County of Los Angeles*, Case No. CV 09-7657 (the "Lawsuits") or any other matter of whatever nature, whether known or unknown, occurring prior to the date of this Settlement Agreement and General Release (the "Agreement") between Tracy Carter, Enma De Leon, Jackie Gentry, Grace Leriget, Glenda Medlock, Miriam Mendoza, Nicole Mercier, Michelle Minjarez, Pablo Sanchez and Amber Richards (the "Plaintiffs") and the County of Los Angeles and all its departments, agents and employees (collectively the "County"), the Plaintiffs and the County enter into this Settlement.

The Plaintiffs and the County wish to bring the Lawsuits and disputes between them to a conclusion, and to avoid the further incurring of costs and expenses incident to their prosecution and defense.

I. DISPOSITION OF CLAIMS AGAINST COUNTY AND RELEASE

A. This Agreement shall not in any way be construed as an admission by the County of any unlawful or wrongful acts or other liability whatsoever. The County specifically disclaims any liability to, or wrongful acts against the Plaintiffs or any other person.

B. The County will (1) pay \$875,000 to the Client Trust Account of Hadsell Stormer Keeny Richardson and Renick LLP, and (2) issue the guidelines and take the other actions described in the points of agreement attached hereto as Exhibit 1.

C. The Plaintiffs represent that they have not filed any other actions, lawsuits, claims, complaints or charges other than those which were predicate to the Lawsuits, against the County, including any of its officers, directors, agents, employees, or representatives, with any state or federal court or local, state or federal agency, based on events relating to the matters described or referred to in the Lawsuits, except those described in the subdivisions of this paragraph below. The Plaintiffs specifically represent that they will not in the future file, prosecute, participate in, instigate or encourage the filing of any actions, lawsuits, claims, complaints, or charges by any party in any state or federal court or local, state or federal agency, except as required by law, claiming that the County has violated any local, state, or federal laws, statutes, ordinances or regulations concerning any allegations, whether in law or in equity, or tortious conduct and/or violation of contractual relationships of any kind, and/or any statutory violations, or any state or federal constitutional provision, based upon any events or incidents which were or could have been alleged as part of the Lawsuits.

(1) Miriam Mendoza has a workers compensation claim pending. The parties agree that this Agreement does not release that claim.

D. Neither the County nor its attorneys have been advised of any lien for attorneys' fees by the Plaintiffs' current or previous attorneys, if any. The Plaintiffs acknowledge and agree that any

obligation to pay attorneys' fees is the Plaintiffs' alone. The Plaintiffs agree to hold the County and its attorneys of record harmless from any and all obligations to pay attorneys' fees.

E. The Plaintiffs and the County expressly waive, abandon, and relinquish the recovery of any and all costs or attorneys' fees that are compensable under any and all State or Federal laws and/or fee-shifting statutes, including, but not limited to Code of Civil Procedure section 1021.5 and 42 U.S.C. section 1988. The Plaintiffs and the County agree to waive and dismiss any and all claims for all accrued costs, expenses and attorneys' fees that are recoverable under any federal or state law authorizing an award of attorneys' fees or costs.

F. The Plaintiffs agree that within five court days of receipt of the payment described in paragraph B, counsel for the Plaintiffs will execute and deliver to counsel for the County a stipulation to dismissal with prejudice of the Lawsuits. The Plaintiffs agree to take all further steps and to execute any other documents which may be necessary to effect a dismissal with prejudice of the Lawsuits, and will cause such documents to be sent to counsel for the County as soon as practicable.

G. The Plaintiffs and the County hereby, mutually, irrevocably and unconditionally, release, acquit and forever discharge each other of and from any and all claims, actions, causes of action, rights, tort claims, debts, obligations, damages or accounting of whatever nature, which each has or may have against the other by reason of or arising out of, any of the matters, acts or omissions described or referred to in the Lawsuits, whether known or unknown, occurring prior to the date of this Agreement, except as otherwise provided in Paragraph C.

H. The Plaintiffs and the County expressly waive and relinquish all rights and benefits afforded by California Civil Code section 1542, and do so understanding and acknowledging the significance and consequences of such specific waiver of section 1542. Section 1542 states as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Thus, notwithstanding the provisions of § 1542, and for the purpose of implementing a full and complete release, the Plaintiffs and the County expressly acknowledge that this Agreement is also intended to include in its effect, without limitations, all claims or causes of action which they do not know or expect to exist in their favor at the time of the execution hereof relating to the matters described or referred to in the Lawsuits, and that this Agreement contemplates the extinguishment of any such claims, or causes of action.

II. GENERAL PROVISIONS

A. The Plaintiffs and the County shall each bear their own costs, expenses and attorneys' fees incurred in connection with any claims that are the subject of this Agreement, and each of the parties hereto expressly waives, abandons and relinquishes any claim for recovery of any such

costs, expenses or attorneys' fees including any and all attorneys' fees or costs recoverable under any and all federal or state laws or statutes from the other party.

B. The Plaintiffs and the County reserve any and all rights either may have to enforce this Agreement whether at law, in equity or otherwise. In the event there is a dispute with respect to whether any party hereto has breached any of the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees. The Plaintiffs and the County agree to the continuing jurisdiction of the Court to which the Lawsuits were assigned to enforce the provisions of this Agreement and its Exhibit 1, to the extent allowable by law.

C. The Plaintiffs and the County agree to do all things and execute and deliver all instructions and documents necessary to fulfill and effect the provisions of this Agreement and protect the respective rights of the parties to this Agreement.

D. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor be a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

E. The Plaintiffs and the County represent and agree that each has carefully read and fully understand all of the provisions of this Agreement and that they voluntarily, and without any duress or undue influence, enters into this Agreement.

F. The Plaintiffs and the County affirm that, prior to execution of this Agreement, each has consulted with counsel concerning the terms and conditions set forth herein.

G. This Agreement may be executed in one or more counterparts, each of which together shall constitute one and the same instrument.

H. This Agreement is subject to approval by the County's Board of Supervisors and has no force or effect until it has been approved by the County's Board of Supervisors.

I. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect.

J. Should any of the provisions herein be determined to be invalid by the Court or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of other provisions herein.

K. This Agreement shall be governed and construed by California law, including local California choice of law provisions.

L. The parties to this Agreement represent that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement or to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement.

Dated:

for the County of Los Angeles

Dated:

Tracy Carter

Dated:

11-30-11

Enma De Leon

Dated:

Jackie Gentry

Dated:

11/30/11

Grace Leriget

Dated:

Glenda Medlock

Dated:

11/30/2011

Miriam Mendoza

Dated:

11/30/2011

Nicole Mercier

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement.

Dated:

for the County of Los Angeles

Dated:

Tracy Carter

Dated:

Enma De Leon

Dated:

November 29, 2011

Jackie Gentry

Jackie Gentry

Dated:

Grace Leriget

Dated:

Glenda Medlock

Dated:

Miriam Mendoza

Dated:

Nicole Mercier

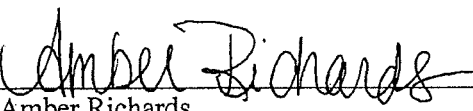
Dated:


Michelle Minjarez

Dated:
11/30/11


Pablo Sanchez

Dated:
11-30-11



Amber Richards

APPROVED AS TO FORM AND CONTENT:

Dated:

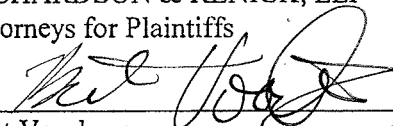
Calvin House
GUTIERREZ, PRECIADO & HOUSE
Attorneys for Defendant

Dated: 11-30-11



Anne Richardson
HADSELL STORMER KEENY
RICHARDSON & RENICK, LLP
Attorneys for Plaintiffs

Dated:



Bert Voorhees
TRABER & VOORHEES
Attorneys for Plaintiffs

Exh. 1

1. The County's Chief Executive Officer, Auditor Controller (AC) and Director of Personnel will develop, distribute and implement guidelines on use of video surveillance in administrative investigations. These guidelines will NOT apply to investigations of any peace officers employed by County departments, for example, the peace officers in County departments such as Probation, Sheriff and the District Attorney's Office; investigations of workers' compensation or other employee disability claims; and investigations related to pending civil litigation. The guidelines will include the following principles:

A. Those departments proposing investigation of employee misconduct through the use of surveillance cameras must explain to the AC, or his or her designee, why less intrusive methods of investigation will not work;

B. There will be no installation of surveillance cameras unless the AC, or his or her designee, has approved their use in writing;

C. In approving video surveillance and developing a video surveillance plan, the AC, or his or her designee, will consult with County Counsel or the District Attorney, if appropriate. In approving video surveillance and developing a video surveillance plan, the AC, or his or her designee, will consider the nature of the complaint under investigation, the reason for use of video surveillance as opposed to other less intrusive methods of investigation, the nature of the location to be subject to video surveillance, the time and duration of taping necessary to complete the investigation, normal activities occurring in the area to be subject to surveillance, and which employees are normally expected to be in the area subject to surveillance.

D. Video images, records of such images and information from such images shall be treated and maintained as confidential. Such images or information from such images shall be disclosed as follows: on a need to know basis to those directly involved in investigating and/or evaluating the alleged employee misconduct; in instances where the subjects of such surveillance are consenting; or in instances where the surveillance information is required in a proceeding before a tribunal of competent jurisdiction.

2. In conjunction with Progressive Management Resources, Inc. of Pasadena, California ("PMR") and County Counsel, the AC, or his or her designee, will develop materials based on the guidelines in order for training to be administered to any County employee whose job duties include authorization, supervision and/or monitoring of investigations of employee misconduct in which use of video surveillance in administrative investigations is proposed. In addition to assisting in the development and approval of the guidelines and training materials referred to herein, PMR shall provide one training session and one "train the trainers" session. With the consent of plaintiffs, the County will retain PMR to provide the services described in this paragraph at a cost not to exceed \$8,000.